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Before the  
Federal Communications Commission

DEC 15 1992

In the Matter of )  
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Implementation of the )  
Cable Television Consumer Protection )  
and Competition Act of 1992 )  
 )  
Home Wiring )

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

MM Docket No. 92-260

To: The Commission

REPLY COMMENTS OF VIACOM INTERNATIONAL INC.

Viacom International Inc. (hereinafter "Viacom") by its attorneys, hereby submits its Reply Comments in response to the above-captioned Notice of Proposed Rulemaking. Viacom owns and operates cable television systems and, accordingly, will be directly affected by the outcome of this proceeding. Viacom supports the Comments of the National Cable Television Association, Inc. ("NCTA") in this proceeding; specifically, Viacom concurs with the Comments of NCTA, and others, which recommend that in implementing the home wiring provisions of Section 16 of the 1992 Cable Act<sup>1</sup> the Commission should adopt rules which:

- operate only prospectively,
- exclude MDU wiring in common areas and in any bulk billed or commercial premises,

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<sup>1</sup> Section 624(i) of the Communications Act, 47 U.S.C. § 544(i).

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- afford the cable operator flexibility to cede ownership of wiring to the subscriber prior to termination of service, and
- protect the operator's interests with respect to signal leakage responsibility, system signal quality and theft of service.

#### Viacom's Wiring Policies and Practices

A brief description of Viacom's current wiring policies and practices may be useful as background for its comments and recommendations. For individually billed residential customers other than those in MDUs, Viacom grants to the customer ownership of the wiring from an appropriate demarcation point, typically at the pole tap or ground pedestal or in some instances at the eave of a house, at the time of the initial installation. In MDUs which are not served on a bulk basis, the demarcation point is typically at the entrance to the individual living premises unit. Generally, Viacom's customer agreements specify that the company has access rights within the premises to correct equipment failures and faulty connections; the contracts further specify that the customer cannot alter, remove, relocate, or replace the internal wiring without having a company authorized installer perform the required work.

For bulk apartment contracts with the property owner or manager, Viacom generally retains ownership of all wiring, including both the common wiring throughout the building and the final connect wiring within the individual premises.

Viacom established this policy for two important reasons:

- (1) to minimize access problems in connection with necessary repairs to ensure system integrity and leakage compliance and
- (2) to ensure just compensation to the company in the event the property owner or manager chooses to obtain service from an alternative provider, particularly after only a short period of time has passed since Viacom incurred costs to install the facilities, not having had the opportunity to recapture those costs.

In the case of short term transient settings (hospitals, hotels, motels, etc.), service is generally provided on a group basis, rather than on an individual unit or room basis, and the policy is the same as for bulk apartment contracts.

With respect to removal of home wiring upon termination of service, Viacom's experience indicates that there is very little likelihood of removal being requested by the terminating subscriber. In most cases the visible wiring, and not the internal wiring within the walls, is all that the customer would like to have removed. Viacom currently complies with customer requests for removal.

Viacom's Recommendations

Viacom submits that its current policies and practices regarding home wiring fully comport with the intent of the 1992 Cable Act. Accordingly, it urges that any rules adopted by the Commission should accommodate those policies and practices. In particular, Viacom recommends, as have other commenters, that nothing the FCC adopts as a mandatory requirement should prevent operators from relinquishing ownership of wiring to subscribers at no charge if the operator so chooses; an operator who cedes ownership to the subscriber should not be required to remove wiring upon termination of service. In cases where ownership is not relinquished but is retained by the operator, the operator should have the capacity to choose to leave the wiring in place upon termination of service.

Similarly, Viacom supports those commenters who propose that the Commission limit the scope of its home wiring rules to interior wiring within the residential unit of an individual subscriber; Viacom also supports proposals that MDU wiring in common areas and in any bulk billed premises (whether a rental or an individually owned unit) as well as wiring in commercial and transient residential establishments be excluded from any home wiring disposition requirement. It should be noted that a practical problem would exist if an operator were to cede ownership to wiring in those MDUs which

are wired (regardless of whether billed on a bulk or individual basis) in a "series" i.e. the wiring from one living premises goes through a second premise to serve a third and subsequent living unit. Relinquishment of ownership in any single unit would have the practical effect of cutting off from service every subsequent unit down the line. Additionally, ceding ownership in wiring at a point outside of the individual unit in a non-bulk billed MDU in which units are rented, not owned, would result in ownership residing in the owner of the building (who has no relationship with the company) and not a subscriber. As other commenters have pointed out, Congress intended that the home wiring provision eliminate a potential impediment to the ability of a residential cable subscriber to switch to an alternative multichannel video service provider. That objective would be fully served by excluding MDU common area, bulk billed and commercial wiring.

Other commenters have urged the Commission to establish a demarcation point to define that portion of cable system plant that will be subject to the home wiring rules; typically the cable industry would define the demarcation point as the ground block for a single family residence and at the wall plate in the individual subscriber MDU environment. Viacom has no objection to this result so long as it is limited to wiring within the living premises (and

not any common areas in MDUs, whether bulk or individually billed) and so long as the operator has discretion, but not a requirement, to voluntarily relinquish ownership of wiring at some point in the system ahead of the defined demarcation point.

Finally, as previously noted, Viacom submits that any rules affecting the disposition of interior wiring upon termination of service should not require the cable operator to remove such wiring. There are several other issues relating to removal of interior wiring:

- The cable operator should not be responsible for signal leakage from wiring left in place in the premises of a subscriber or former subscriber so long as the wiring is not reconnected to the cable system; however, the operator should continue to have access to the wiring if there is a reasonable basis to believe that its continued use is causing interference to the cable system.

- In cases where interior wiring has been relinquished to a subscriber with multiple outlets and a successor subscriber initiates service at that location, the operator should be permitted to remove wiring associated with outlets which have not been ordered by the new subscriber.

- Where wiring is removed by a former subscriber or at his request upon termination of service, the cable operator may impose a higher installation charge on a new

subscriber at that location than for a new installation where interior wiring is in place and is serviceable.

- Removal of interior wiring and equipment by the operator should be permitted in cases of theft of service and non-payment of rates and in cases where the subscriber terminates service prior to the cable operator's recovery of the full cost of the installation.

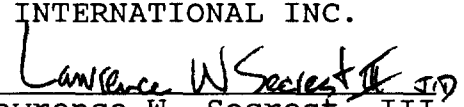
Respectfully submitted,

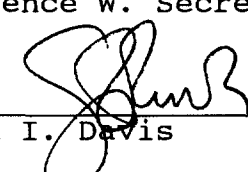
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